

A G Contract No. KR00 0108TRN
ADOT ECS File: JPA 00-15
Project: HF023 01C
Section: Stockton Hill Road
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN, ARIZONA

THIS AGREEMENT is entered into 27 July, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY of KINGMAN acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. The State has approved the exchange of \$844,204.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to Stockton Hill Road in the City, and such funds will be repaid to the State by withholding from the Western Arizona Association of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$1,081,133.00 in federal fiscal year 2000.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 24127
Filed with the Secretary of State
Date Filed: 07/27/00

Rickey Bayless
Secretary of State

By Dick V. Haennewood

II SCOPE OF WORK

1 The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. After the project has been verified as completed by WACOG and State ADOT representatives, invoice the State for the final ten percent of the project cost.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in the amount of \$844,204.00 in accordance with paragraph II.1 c., d. and f. above.

b. Withhold from WACOG federal funds and the obligation authority of federal funds in the amount of \$1,081,133.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

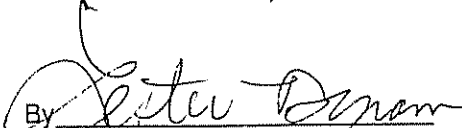
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. Fort Street
Kingman, AZ 86401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN, ARIZONA

By 
LESTER BYRAM
Mayor

STATE OF ARIZONA

Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning

ATTEST

By 
CHARLENE WARE
City Clerk

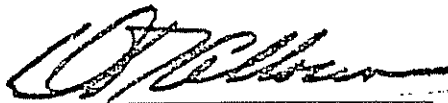


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RESOLUTION

BE IT RESOLVED on this 23rd day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of exchanging HURF funds for improvements to Stockton Hill Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer,
Engineering Technical Group
for Mary E. Peters, Director

CITY OF KINGMAN



REGULAR MEETING OF THE COMMON COUNCIL

7:00 p.m.

MINUTES

Monday, March 20, 2000

Members:

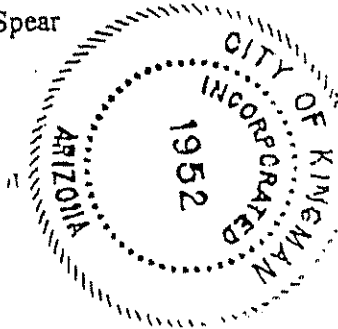
L. Byram, Mayor
 H. Johnston, Vice Mayor
 D. French
 J. Hawkins
 P. McCormick
 P. Moon
 T. Spear


Officers:

L. Butler, Chief of Police
 T. Duranceau, P & Z Director
 D. Fruhwirth, Parks Director
 P. Johnson, City Engineer
 J. Kramer, Dir. Public Works
 C. Osterman, Fire Chief
 D. Roberts, Comm. Dev. Dir.
 L. Sorensen, City Manager
 R. Swenson, Fin. Serv. Dir.
 C. Ware, City Clerk
 T. Weddle, Recording Secy.
 C. Wells, City Attorney
 R. Williams, Pers/Human Res.

Visitors signing in:

See attached list



STATE OF ARIZONA) COUNTY OF MOHAVE) ss CITY OF KINGMAN) CERTIFICATION OF COUNCIL MINUTES I, Charlene Ware, City Clerk of the City of Kingman, Arizona, hereby certify that this is a true and correct excerpt of the minutes of the regular meeting of the City Council of the City of Kingman held on March 20, 2000. I further certify that the meeting was duly called and held and that a quorum was present.  Charlene Ware, City of Kingman City Clerk
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Mayor Byram called the meeting to order at 7:00 p.m. All Council Members were present for Roll Call. The Invocation was given by Gloria Troy, of the Bahai'i Faith, after which the Pledge of Allegiance was said in unison.

1. APPROVAL OF MINUTES (March 6, 2000)

Johnston made a MOTION to approve the minutes as written. The Motion was SECONDED by Hawkins and UNANIMOUSLY APPROVED.

2. CONSENT AGENDAa) Resolution No. 3509

—clarifying public records relating to Mohave Ave and Lots 7&8, Roger's Block Kingman Terrace Addn

b) Resolution No. 3510

— Canvassing the March 14, 2000 City of Kingman Primary Election (election materials were available in the Council Chambers prior to the meeting for inspection by the Council and/or public)

* c) Authorizing the Mayor to sign an Intergovernmental Agreement with ADOT for \$844,204 in federal-aid-funding toward the Stockton Hill Rd from Sierra Vista to north of Northern [project 88-ST-0038]

d) Authorizing the Mayor to sign an agreement with Stantec Consulting, Inc for engineering design services for the Airway Ave Railroad underpass crossing in the amount of up to \$199,850

e) AWARD OF BIDS/PROPOSALS/CONTRACTS

—Parks Dept - 20 Golf Carts - NO BIDS WERE RECEIVED - to be rebid

—Parks Dept - Centennial Park Concession Stand concrete work to K & L Concrete for \$21,737

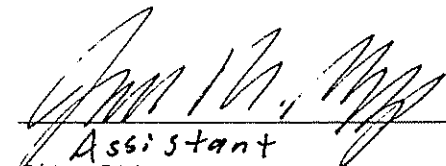
—Planning & Zoning - Action Zone Plan to BRW in the amount of \$14,000 in CDBG funds

f) CLAIMS in the amount of \$760,158.79

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 7th day of July, 2000.



Assistant
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

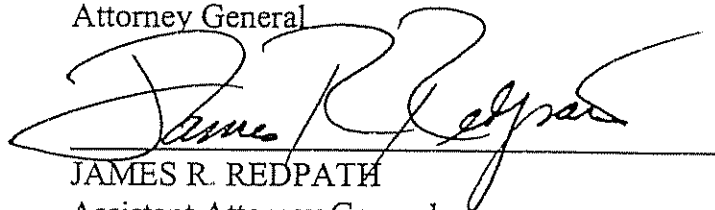
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0108TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 20, 2000.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/637541

Enc.

*City of Kingman*

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 520 • 753-5561

Fax

Name: Jack Hammitt, Joint Project Administrator
Organization: ADOT - Intermodal Transportation Division

From: Charlene Ware, City Clerk
City of Kingman

Date: July 13, 2000
Pages: 3, including this cover sheet

Subject: ADOT JPA 00-15
Kingman Project 88-ST-0038

Here is a certified copy of minute excerpt, showing council authorization. The hard copy to follow in the mail.

If you have any questions please call me at 753-8114.